

EXHIBIT A

Supreme Court of Pennsylvania

Court of Common Pleas

Civil Cover Sheet

WASHINGTON

County

For Prothonotary Use Only:

Docket No:

2015 - 3984

FILED

Jul 08 2015

PR. MATHENY
PROTHONOTARY

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Commencement of Action:

- ☒ Complaint ☐ Writ of Summons
☐ Transfer from Another Jurisdiction

- ☐ Petition
☐ Declaration of Taking

Lead Plaintiff's Name:

THE TRAVELERS HOME AND MARINE INSURANCE CO

Lead Defendant's Name:

GENERAL MOTORS LLC

Are money damages requested? ☒ Yes ☐ NoDollar Amount Requested:
(check one)

- ☐ within arbitration limits
☒ outside arbitration limits

Is this a Class Action Suit?

☐ Yes ☒ No

Is this an MDJ Appeal?

☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: JIM H. FIELDS, JR., ESQUIRE

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

Nature of the Case:

Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☒ Other:
 SUBROGATION

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other

- ☐ Employment Dispute:
 Discrimination
☐ Employment Dispute: Other

☐ Other:

CIVIL APPEALS

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other

☐ Zoning Board☐ Other:

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
☐ Restraining Order
☐ Quo Warranto
☐ Replevin
☐ Other:

Updated 1/1/2011

WILLIAM J. FERREN & ASSOCIATES

By: Jim H. Fields, Jr., Esquire

Attorney I.D. No. 59124

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Attorney for Plaintiff,

The Travelers Home and Marine Insurance Company

a/s/o E. Ronald Salvitti, Renae Salvitti, John Salvitti and

Michaela Salvitti

IN THE COURT OF COMMON PLEAS
OF WASHINGTON COUNTY, PENNSYLVANIA

THE TRAVELERS HOME AND MARINE
INSURANCE COMPANY, AS
SUBROGEE OF E. RONALD SALVITTI,
RENAE SALVITTI, JOHN SALVITTI, AND
MICHAELA SALVITTI

Plaintiff,

v.

GENERAL MOTORS LLC

Defendant.

NO. 2015-3984

JURY TRIAL DEMANDED

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Washington County Bar Association
Lawyer Referral Service
30 East Beau Street, Suite 523
Washington, PA 15301
Telephone: (724) 225-6710

AVISO

Lo(a) han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA. DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTEMENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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SUBROGEE OF E. RONALD SALVITTI,
RENAE SALVITTI, JOHN SALVITTI, AND
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Plaintiff,

v.

GENERAL MOTORS LLC,

Defendant.

NO. 2015 - 3984

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, The Travelers Home and Marine Insurance Company, as Subrogee of E. Ronald Salvitti, Renae Salvitti, John Salvitti, and Michaela Salvitti, by and through the undersigned counsel, hereby brings this Complaint against the Defendant and in support thereof, states and alleges the following upon information and belief:

THE PARTIES

1. Plaintiff, The Travelers Home and Marine Insurance Company (hereinafter "Travelers"), is a corporation organized and existing under the laws of the state of Connecticut with its principal place of business located at One Tower Square, Hartford, Connecticut.
2. At all times relevant hereto, Travelers was authorized to issue insurance policies in the Commonwealth of Pennsylvania.

3. Defendant, General Motors LLC ("General Motors"), is, upon information and belief, a limited liability company with a principal place of business located at 300 Renaissance Center, Detroit, Michigan.
4. At all times relevant hereto, Defendant, General Motors, was in the business of the design, manufacture, and sale of automobiles in the United States.

FACTUAL BACKGROUND

5. Prior to November 28, 2013, Plaintiff, Travelers, issued policies of insurance to E. Ronald Salvitti and Renae Salvitti ("the Salvittis"), husband and wife, which provided coverage for their property and their automobiles, including a 2013 GMC Yukon XL (the "GMC Yukon").
6. Prior to November 28, 2013, Plaintiff, Travelers, issued a policy of insurance to John Salvitti and Michaela Salvitti (who are E. Ronald Salvitti's brother and sister-in-law, respectively), which provided coverage for the property interests at their home located at 100 Iron Horse Drive, Venetia, Pennsylvania.
7. On or about April 3, 2013, the Salvittis purchased a new 2013 GMC Yukon XL (the "GMC Yukon") from an automobile dealership known as "#1 Cochran of Robinson" and located at 5200 Campbell Run Road, Pittsburgh, Pennsylvania.
8. The vehicle identification number for the GMC Yukon was 1GKS2MEF9DR283074.
9. On November 28, 2013, the Salvittis were visiting John and Michaela Salvitti, at their home located at 100 Iron Horse Drive, Venetia, Pennsylvania.
10. On November 28, 2013, the Salvittis' GMC Yukon was parked in the driveway of John and Michaela Salvitti's home.
11. On November 28, 2013, Mr. Salvitti started the GMC Yukon with the remote starter as the vehicle was parked in the driveway of John and Michaela Salvitti's home.

12. Shortly thereafter, and as the GMC Yukon was idling in the driveway, the vehicle caught fire.
13. Within a few minutes, the GMC Yukon was engulfed in flames.
14. Prior to the time of the subject fire, the GMC Yukon had been driven a total of approximately 10,000 miles without incident.
15. The fire resulted in the destruction of the GMC Yukon, and further caused the Salvittis to sustain damage and destruction to personal property located within the GMC Yukon at the time of the fire.
16. The fire caused significant damage to the driveway at the home of John and Michaela Salvitti.

COUNT I
PLAINTIFF V. GENERAL MOTORS LLC
STRICT LIABILITY

17. Plaintiff incorporates by reference herein the allegations contained in the previous paragraphs above as though fully set forth at length.
18. Defendant, General Motors, designed, assembled, manufactured, distributed, sold, and/or supplied the GMC Yukon at issue.
19. At the time the GMC Yukon was designed, assembled, manufactured, distributed, sold, and/or supplied by Defendant, General Motors, it was in a defective condition, which rendered it unreasonably dangerous to persons and property, including Plaintiff's insureds.
20. The defect(s) in the GMC Yukon and/or a malfunction of the GMC Yukon caused the subject fire and further caused Plaintiff's insureds to sustain significant damage to their property.
21. Therefore, Defendant, General Motors, is liable in this matter under the doctrine of strict liability as set forth in the Restatement of Torts (Second), Section 402A.

22. As a direct and proximate result of the aforesaid actions for which Defendant, General Motors, is strictly liable in tort, the subject fire occurred and Plaintiff, Travelers, paid its insureds, the Salvittis, the sum of \$73,542.65, representing the loss of the GMC Yukon, and the loss of personal property within the GMC Yukon at the time of the fire, and other expenses and costs.
23. As a direct and proximate result of the aforesaid actions for which Defendant, General Motors, is strictly liable in tort, the subject fire occurred and Plaintiff, Travelers, paid its insureds, John and Michaela Salvitti, the sum of \$8,025.76, representing the damage to the driveway of their home caused by the fire, and other expenses and costs.
24. By virtue of the aforesaid payments and pursuant to the aforesaid insurance policies, Plaintiff, Travelers, became legally and equitably subrogated, to the extent of its payments, to its insureds' right to recovery, along with the deductible interest of its insureds.

WHEREFORE, Plaintiff, Travelers, demands damages against Defendant, General Motors, in the amount of \$81,568.41, together with interest, delay damages, and costs in such amount as the nature of the case demands and justice requires.

COUNT II
PLAINTIFF V. GENERAL MOTORS LLC
NEGLIGENCE

25. Plaintiff incorporates by reference herein the allegations contained in the previous paragraphs above as though fully set forth at length.
26. Defendant, General Motors, had a duty to exercise reasonable care in its design, assembly, manufacture, distribution, delivery, sale, and/or supply of the subject GMC Yukon so as to prevent reasonably foreseeable harm to persons and property.

27. The subject fire and the resulting damages sustained by Plaintiff's insureds were caused by the negligence, carelessness, breach of duty of care, negligent acts and/or omissions of Defendant, General Motors, its agents, servants, and/or employees, acting within the scope of their employment and agency in:

- (a) Failing to properly manufacture the GMC Yukon;
- (b) Distributing, delivering, selling, and/or supplying the GMC Yukon in a defective condition; and
- (c) Failing to detect and correct the defective condition of the GMC Yukon.

28. As a direct and proximate result of the aforesaid actions and/or omissions, the subject fire occurred and Plaintiff, Travelers, paid its insureds, the Salvittis, the sum of \$73,542.65, representing the loss of the GMC Yukon, and the loss of personal property within the GMC Yukon at the time of the fire, and other expenses and costs.

29. As a direct and proximate result of the aforesaid actions and/or omissions, the subject fire occurred and Plaintiff, Travelers, paid its insureds, John and Michaela Salvitti, the sum of \$8,025.76, representing the damage to the driveway of their home caused by the fire, and other expenses and costs.

30. By virtue of the aforesaid payments and pursuant to the aforesaid insurance policies, Plaintiff, Travelers, became legally and equitably subrogated, to the extent of its payments, to its insureds' right to recovery, along with the deductible interest of its insureds.

WHEREFORE, Plaintiff, Travelers, demands damages against Defendant, General Motors, in the amount of \$81,568.41, together with interest, delay damages, and costs in such amount as the nature of the case demands and justice requires.

COUNT III
PLAINTIFF V. GENERAL MOTORS LLC
BREACH OF IMPLIED WARRANTY

31. Plaintiff incorporates by reference herein the allegations contained in the previous paragraphs above as though fully set forth at length.

32. In designing, assembling, manufacturing, distributing, selling and/or supplying the subject GMC Yukon, Defendant, General Motors, impliedly warranted that the GMC Yukon was of good and merchantable quality and fit for its ordinary intended and foreseeable use.

33. Defendant, General Motors, breached the aforesaid warranty, which breach was the cause of the subject fire and resultant damages, by:

- (a) Failing to properly manufacture the GMC Yukon;
- (b) Distributing, delivering, selling and/or supplying the GMC Yukon in a defective condition; and
- (c) Failing to detect and correct the defective condition of the GMC Yukon.

34. As a direct and proximate result of the aforesaid breach of warranty, the subject fire occurred and Plaintiff, Travelers, paid its insureds, the Salvittis, the sum of \$73,542.65, representing the loss of the GMC Yukon, and the loss of personal property within the GMC Yukon at the time of the fire, and other expenses and costs.

35. By virtue of the aforesaid payments and pursuant to the aforesaid insurance policy, Plaintiff, Travelers, became legally and equitably subrogated, to the extent of its payments, to its insureds' right to recovery, along with the deductible interest of its insured.

WHEREFORE, Plaintiff, Travelers, demands damages against Defendant, General Motors, in the amount of \$73,542.65, together with interest, delay damages, and costs in such amount as the nature of the case demands and justice requires.

COUNT IV
PLAINTIFF v. GENERAL MOTORS LLC
BREACH OF EXPRESS WARRANTY

36. Plaintiff incorporates by reference herein the allegations contained in the previous paragraphs above as though fully set forth at length.

37. As part of the sale of the GMC Yukon to the Salvittis, Defendant, General Motors, provided express warranty coverage to the Salvittis.

38. Specifically, the express warranty coverage included the following: **"Purchase or lease a new GMC and your vehicle will be fully backed by GM's warranties. This protection program does not require special enrollment—anyone who purchases or leases a new vehicle will be automatically enrolled and covered"** (see General Motors Warranty & Protection document attached hereto at Exhibit "A").

39. Further, the express warranty coverage included **"Bumper-to-Bumper Covered for 3 years/36,000 miles"**, which stated the following: **"GMC backs your new vehicle with its no-deductible, Bumper-to-Bumper Limited Warranty. The entire vehicle is warranted for repairs, including parts and labor, to correct any defect in materials or workmanship, for 3 years or 36,000 miles, whichever comes first (except normal maintenance). Needed repairs will be performed using new, remanufactured, or refurbished parts. The warranty covers towing to the nearest GMC dealership, and there is no deductible for warranty repairs during the warranty period. The warranty transfers automatically with vehicle ownership during the warranty period"** (see General Motors Warranty & Protection document attached hereto at Exhibit "A").

40. Prior to the time of the subject fire, the Salvittis had owned the GMC Yukon for less than eight months.

41. Prior to the time of the subject fire, the Salvittis had driven the GMC Yukon for a total of approximately 10,000 miles.

42. The subject fire was caused by a defect and/or malfunction of the GMC Yukon.

43. The subject fire resulted in the total destruction of the GMC Yukon.

44. Plaintiff, Travelers, placed Defendant, General Motors, and/or its representative on notice of the subject fire and its claim for damages to the GMC Yukon.

45. To date, Defendant, General Motors, has failed to either repair the GMC Yukon or to pay for the damage to the GMC Yukon.

46. As a result, Defendant, General Motors has breached its express warranty obligations to the Salvittis.

47. As a result of the subject fire, Plaintiff, Travelers, paid its insureds, the Salvittis, the sum of \$62,897.22, representing the fair and reasonable value of the damage and loss relative to the GMC Yukon.

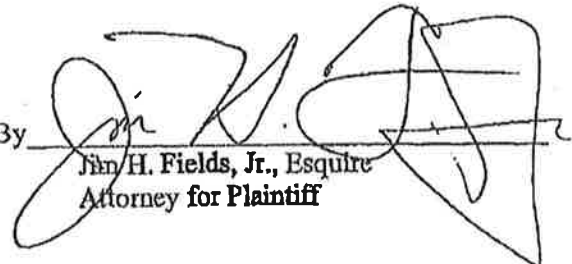
48. By virtue of the aforesaid payments and pursuant to the aforesaid insurance policy, Plaintiff, Travelers, became legally and equitably subrogated, to the extent of its payments, to its insureds' right to recovery, along with the deductible interest of its insureds.

WHEREFORE, Plaintiff, Travelers, demands damages against Defendant, General Motors, in the amount of \$62,897.22, together with interest, delay damages, and costs in such amount as the nature of the case demands and justice requires.

Respectfully submitted,

WILLIAM J. FERREN & ASSOCIATES

By


Jim H. Fields, Jr., Esquire
Attorney for Plaintiff

WILLIAM J. FERREN & ASSOCIATES

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MICHAELA SALVITTI

Plaintiff,

v.

GENERAL MOTORS LLC,
Defendant.

NO.

VERIFICATION

I, LISA HORN, state that I am an authorized representative for Plaintiff, The Travelers Home and Marine Insurance Company ("Travelers"); that I am acquainted with the facts set forth in the COMPLAINT, not based entirely on my personal knowledge, but I do believe the same to be true and correct to the best of my knowledge, information and belief, based upon the investigation conducted on behalf of Travelers. This statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



LISA HORN

Date: 10/30/2015

GMC Owners | Warranty Coverage & Information

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WARRANTY & PROTECTION

Warranty Coverage

Purchase or lease a new GMC and your vehicle will be fully backed by GM's warranty. This protection program does not require special enrollment—anyone who purchases or leases a new vehicle will be automatically enrolled and covered.

Warranty and Coverage

GMC 5-year/100,000-mile Transferable Powertrain Limited Warranty with no deductible

GMC 5-year/100,000-mile 24/7 Roadside Assistance

GMC 5-year/100,000-mile Courtesy Transportation

Covered for 5 years/100,000 miles

Powertrain Coverage

GMC will warrant each 2007 through 2014 model year GMC passenger car, light duty truck or van for 5 years or 100,000 miles/160,000 kms, with no deductible, whichever comes first, from the original in-service date of the vehicle, for warrantable repairs which are required as a result of defects due to material and/or workmanship to the Powertrain components as listed below:

Engine

Cylinder head, block, timing gears, timing chain, timing cover, oil pump/oil pump housing, OMC carriers, valve covers, oil pan, seals, gaskets, turbocharger, supercharger and all internal lubricated parts as well as manifolds, flywheel, water pump, harmonic balancer and engine mount. Timing belts are covered until the first scheduled maintenance interval. Exclusions: Excluded from the powertrain coverage are sensors, wiring, connectors, engine radiator, coolant hoses, coolant, and heater core. Coverage on the engine cooling system begins at the inlet to the water pump and ends with the thermostat housing and/or outlet that attaches to the return hose. Also excluded is the starter motor, entire pressurized fuel system (in-tank fuel pump, pressure lines, fuel rail(s), regulator, injectors, and return line) as well as the Engine/Powertrain Control Module and/or module programming.

Transmission/Transaxle

All internally lubricated parts, case, torque converter, mounts, seals, and gaskets as well as any electrical components internal to the transmission/transaxle. Also covered are the actuators directly connected to the transmission (slave cylinder, etc.). Exclusions: Excluded from the powertrain coverage are transmission cooling lines, hoses, radiator, sensors, wiring, and electrical connectors. Also excluded are the clutch and pressure plate as well as any Transmission Control Module and/or Module programming.

Transfer Case

All internally lubricated parts, case, mounts, seals, and gaskets as well as any electrical components internal to the transfer case. Also covered are any actuators directly connected to the transfer case as well as the encoder motor. Exclusions: Excluded from the powertrain coverage are transfer case cooling lines, hoses, radiator, sensors, wiring, and electrical connectors as well as the transfer case control module and/or module programming.

Drive Systems

All internally lubricated parts, final-drive housings, axle shafts and bearings, constant velocity joints, propeller shafts and universal joints. All mounts, supports, seals and gaskets as well as any electrical components internal to the drive axle. Also covered are any actuators directly connected to the drive axle (i.e., front differential actuator, etc.). Exclusions: Excluded from the powertrain coverage are all wheel bearings, drive wheel front and rear hub bearings, locking hubs, drive system cooling, lines, hoses, radiator, sensors, wiring and electrical connectors related to drive systems as well as any drive system control module and/or module programming.

Courtesy Transportation Program

During the warranty coverage period, this GMC program provides alternate transportation and/or reimbursement of certain transportation expenses under the Courtesy Transportation Program if your vehicle requires warranty repairs. Several transportation options are available. Refer to your Owner Manual for details, including reservation of rights, or consult your dealer.

GMC Owners | Warranty Coverage & Information

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Roadside Assistance Program

GMC is proud to offer the response, security, and convenience of the 24-hour Roadside Assistance Program for a period of 5 years or 100,000 miles/160,000 kms., whichever comes first. Refer to your Owner Manual for details, or consult your dealer/seller. The Roadside Assistance contact information is listed in the Customer Assistance Offices section of the Warranty and Owner Assistance Information booklet.

What is Not Covered

All the above items are not covered for damage due to accident, misuse, alteration, insufficient or improper maintenance, contaminated or poor quality fuel, damage or corrosion due to chemical treatments or Aftermarket Products, impact, use or environment. For complete details, refer to your Warranty and Owner Assistance Information booklet. This is a supplement to the express conditions and warranties described in the Warranty and Owner Assistance Information booklet. Other coverages are not extended or altered due to this supplement.

**Bumper-to-Bumper
Covered for 3 years/36,000 miles***

GMC backs your new vehicle with its no-deductible, Bumper-to-Bumper Limited Warranty. The entire vehicle is warranted for repairs, including parts and labor, to correct any defect in materials or workmanship, for 3 years or 36,000 miles, whichever comes first (except normal maintenance). Needed repairs will be performed using new, remanufactured, or refurbished parts. The warranty covers towing to the nearest GMC dealership, and there is no deductible for warranty repairs during the warranty period. The warranty terminates automatically with vehicle ownership during the warranty period.

**Corrosion Protection
Covered for 5 years/100,000 miles***

GMC vehicles are designed and built to resist corrosion. All body and sheet metal components are warranted against rust-through corrosion for 5 years or 100,000 miles, whichever comes first. Application of additional rust-inhibiting materials is not required under the corrosion coverage and none is recommended. See your GMC dealer for terms of this limited warranty.

An Important Note about Alterations and Warranties

Installations or alterations to the original equipment vehicle (or chassis) as distributed by General Motors are not covered by the General Motors New Vehicle Limited Warranty. The special body company, assembler, equipment installer, or upfitter is solely responsible for warranties on the body or equipment and any alterations (or any effect of the alterations) to any of the parts, components, systems, or assemblies installed by GM. General Motors is not responsible for the safety or quality of design features, materials, or workmanship of any alterations by such suppliers.

What is Covered

This Hybrid warranty covers repairs to correct any Hybrid component defect related to materials or workmanship occurring during the 8-year/100,000-mile term for the following:

Transmission

Hybrid transmission assembly and internal components, including the transmission auxiliary fluid pump, transmission auxiliary pump controller, and three-phase transmission cables.

Brakes

The brake modulator assembly is covered by the 8-year/100,000-mile warranty.

Towing

During the 8-year/100,000-mile Hybrid warranty period, towing is covered to the nearest GMC servicing dealer if your vehicle cannot be driven because of a warranted Hybrid-specific defect. Contact the GMC Roadside Assistance Center for towing. Refer to the Owner's Manual for details.

Other Hybrid Components

The Hybrid battery and the 300-volt electrical system including hybrid high voltage wiring, hybrid control modules, Traction Power Inverter Module (TPIM) and the Accessory Power Module (APM), are covered under this warranty.

What is Not Covered

In addition to what is not covered by the New Vehicle Limited Warranty, there are a few additional items that are not covered by the Hybrid warranty, including wear-items such as brake linings or regular maintenance (coolants, fluids and filters). For complete details, refer to your Warranty and Owner Assistance Information booklet.

1. The Manufacturer's Suggested Retail Price excludes destination, freight, tax, title, license, dealer fees and optional equipment. See your GMC dealer for details. <http://www.gmc.com/destination>

GMC Owners | Warranty Coverage & Information

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